

## **DISCLOSURE, WAIVER, AND RELEASE OF LIABILITY AGREEMENT ("AGREEMENT")**

**PLEASE READ CAREFULLY. BY SIGNING THIS AGREEMENT, YOU ARE CONSENTING TO THE WAIVER AND RELEASE OF CERTAIN LEGAL RIGHTS, ACKNOWLEDGING YOUR EXPRESS ASSUMPTION OF RISK, AND AGREEING TO A COVENANT NOT TO SUE AS SET FORTH IN THIS AGREEMENT. THIS AGREEMENT ALSO INCLUDES AN ARBITRATION PROVISION AND A WAIVER OF YOUR RIGHT TO BRING A CLASS ACTION.** I wish to participate in, or otherwise attend, a Pickleball exhibition, tournament, match, event, demonstration, practice and/or training organized and/or promoted by Dink Club Inc (the "Activity" or "Activities") and hereby agree to the following. If the individual participating in the Activity is a minor, the individual's parent(s) or legal guardian(s), by signing this Agreement, makes the following representations on behalf of the individual. I understand and acknowledge that the Activities may be hazardous to participants and others and that there are risks and dangers, including that of personal injury (including death), property damage or loss, and other hazards that could arise from or occur during the Activities. I understand and acknowledge that these risks and dangers include, but are not limited to, those arising from falls, collisions, being struck by paddles, balls, or other objects, bodily contact with the court, fence, other participants, or other barriers, and risks and dangers of illness arising from any communicable disease. I further understand and acknowledge that there may be other dangerous conditions or risks including, but not limited to, weather and/or related court conditions, and the conduct of other participants, instructors, vendors, entities, or individuals other than Releasees, over which Releasees may not have control. **I ACKNOWLEDGE THAT THE ACTIVITY WILL INVOLVE PHYSICAL AND MENTAL EXERTIONS AND STRESSES AND I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK, KNOWING FULL WELL THAT THE RISKS ASSOCIATED WITH THE ACTIVITY MAY INCLUDE, BUT NOT BE LIMITED TO, INJURY FROM THE FACILITIES, TEMPERATURE, WEATHER, LACK OF HYDRATION, CONDITIONS OF PARTICIPANTS, EQUIPMENT, VEHICULAR AND PEDESTRIAN TRAFFIC, AND THE ACTION OF OTHERS, AND OTHER CONDITIONS OR INDIVIDUALS OVER WHICH RELEASEES HAVE NO CONTROL (SUCH AS, WITHOUT LIMITATION, OTHER PARTICIPANTS, VOLUNTEERS, SPECTATORS, COACHES, VENDORS, EVENT OFFICIALS, EVENT MONITORS, SPONSORS, OR ORGANIZERS OF THE EVENT). I UNDERSTAND THAT PHYSICAL, MENTAL, EMOTIONAL, REPUTATIONAL OR PSYCHOLOGICAL INJURY, PROPERTY DAMAGE AND ECONOMIC LOSS MAY RESULT. NOTWITHSTANDING THE FOREGOING, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME.** I, on behalf of myself, and any minor child on whose behalf this Agreement is executed hereby voluntarily and irrevocably and forever release, waive and discharge (and covenant not to sue) Dink Club Inc and their respective officials, employees, members, equity holders, subsidiaries, affiliates, parents, directors, officers, managers, partners, agents, successors, and assigns (collectively, the "Releasees") from or with respect to any and all claims, suits, causes of action and claims for damages including, but not limited to, claims arising out of or in connection with my death, personal injury, illness, temporary or permanent disability, suffering of short-term or

long-term health effects, economic loss, out of pocket expenses, or loss of or damage to property (“Losses”), which I, any minor child on whose behalf this Agreement is executed, may have or hereafter accrue against any of the Releasees as a result of or that relate in any way to (i) my participation in the Activities; (ii) my travel to or presence within the Rink; or (iii) any of the risks or dangers identified above, each of which I have knowingly and voluntarily assumed and legal recourse for which I have knowingly, voluntarily and irrevocably waived, in each case whether caused by any action, inaction, fault, misconduct, or negligence of any of the Releasees or otherwise, excepting only those Losses caused by the willful misconduct or gross negligence of the Releasees. I further agree to defend and indemnify the Releasees from and against any and all claims, suits, actions, actions, and legal proceedings that may be instituted on Participant’s or my behalf. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment and understand that the Releasees do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness. I am aware and understand that I should carry my own health insurance and any other insurance I deem necessary to participate in the Activity, and that I am solely responsible for any and all medical expenses due to bodily injury, illness, disability, death, property damage, and other harm in connection with the Activities. In the event that any damage to equipment or facilities occurs as a result of my willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions, neglect, or recklessness. I do hereby release and forever discharge the Releasees from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my participation in the Activities. I do hereby grant and convey all right, title, and interest in any and all photographic images and video or audio recordings made of me by the Releasees during the Activities including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings, whether for commercial or non-commercial use. To the fullest extent permitted by law, acknowledgment of this release and waiver of liability and in consideration for participation in the Activities I hereby grant to the Releasees, its licensees, designees, successors, and assigns, a worldwide, perpetual, irrevocable, fully-paid royalty fee, assignable license to use, copy, and disseminate my image and personal attributes and to modify and present same in any form, manner, and media, now known or hereafter devised for any purpose whatsoever. I expressly agree that this Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of Florida without regard to choice of law principles, and is intended to be as broad and inclusive as is permitted by the laws of Florida. If any portion of this Agreement is held invalid, illegal, or unenforceable to any extent and for any reason by any court of competent jurisdiction, such portion will be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement will remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term will be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. I agree to submit any dispute arising under this Agreement to binding arbitration pursuant to JAMS rules. I further agree that (i) the arbitrator shall have the power to award any remedies, including attorneys’ fees and costs, available under applicable law; (ii) judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction; (iii) the award may be vacated or modified only on the grounds specified in applicable rules and laws; and (iv) any arbitration conducted pursuant to this Agreement shall

take place in Florida, Florida. In agreeing to submit all disputes for resolution by arbitration, I acknowledge that such agreement is given in exchange for rights or benefits to which I am not otherwise entitled and the more expeditious and confidential resolution of any such disputes. I agree that all claims must be pursued on an individual basis only. By signing this Agreement, I hereby waive my right to commence, or be a party to, any class or collective claims against the Releasees. I have carefully read this Agreement and fully understand its terms and that I am hereby giving up substantial legal rights. I further agree that no oral representations, statements, or inducements contrary to anything contained herein have been made by releasees. I further understand that I may consult an attorney about this Agreement. I expressly agree to release and discharge, indemnify and hold harmless, the releasees, from any and all claims or causes of action, suits, actions or judgments of any kind whatsoever for liability, damages, compensation, equitable relief or otherwise, brought by me or anyone on my behalf, including claims or awards of attorney's fees, statutory interest, sanctions and any related costs and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action of any kind against the releasees for personal injury or property damage. I agree that Dink Club Inc may send me emails at the email address provided below about future events and Promotions as indicated below. FOR PARTICIPANTS OF MINORITY AGE – (UNDER AGE 18 AT THE TIME OF REGISTRATION) CONSENT AND RELEASE ON BEHALF OF MINOR I am the parent and/or legal guardian of the above-named minor participant. I have read this Agreement thoroughly and understand all of the terms. I understand that I am surrendering legal rights on behalf of the minor, myself, and the minor's heirs, assignees, next of kin, and/or legally appointed or designated representatives. I, on behalf of myself and the minor, agree to be bound by all terms of this Agreement, which are repeated and fully incorporated herein by reference, and also give my consent to allow my minor to participate in the Activity described herein. I release and agree to indemnify and hold harmless the Releasees from any kind and all liabilities incident to my minor child's involvement or participation in the Activity or any related programs, as provided above, even if arising from the negligence of the Releasees, to the extent fullest permitted by the law. I am authorized and otherwise have the capacity and permission to sign this release on behalf of the minor.

I have read and accept the terms of the liability waiver. Accept